

## REQUEST FOR PROPOSAL (RFP)

<b>Bid Event Number:</b>	EVT0001559
<b>Requisition ID:</b>	10925
<b>Replaces Contract:</b>	11483
<b>Date Mailed:</b>	July 27, 2012
<b>Closing Date:</b>	September 6, 2012 at 2:00 PM
<b>Procurement Officer:</b>	Bonnie Edwards <b>Telephone:</b> 785-296-3125 <b>E-Mail Address:</b> <a href="mailto:bonnie.edwards@da.ks.gov">bonnie.edwards@da.ks.gov</a> <b>Web Address:</b> <a href="http://da.ks.gov/purch">http://da.ks.gov/purch</a>
<b>Item:</b>	Family Preservation Services
<b>Agency:</b>	Department for Children and Families
<b>Period of Contract:</b>	July 1, 2013 through June 30, 2017 (with two additional two-year renewal options available by mutual consent of the parties)
<b>Guarantee:</b>	No Monetary Guarantee Required
<b>Scope:</b>	This Contract shall cover the procurement of Family Preservation Services for the Department for Children and Families during the contract period referenced above.

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Event Number EVT0001559 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/Contracts/bids.aspx>

**It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.**

**Questions - No pre-proposal conference is scheduled for this Bid Event. Questions requesting clarification of the Bid Event must be submitted via email (in MS Word format) to the Procurement Officer indicated above prior to the close of business on August 9, 2012. Each question or clarification should reference the appropriate Bid Event section.**

## SIGNATURE SHEET

Item: Family Preservation Services  
Agency: Department for Children and Families

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation\_\_\_\_\_

Mailing Address\_\_\_\_\_ City & State\_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone\_\_\_\_\_ Local\_\_\_\_\_ Cell: \_\_\_\_\_ Fax\_\_\_\_\_

Tax Number\_\_\_\_\_

**CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.**

E-Mail \_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Typed Name \_\_\_\_\_ Title\_\_\_\_\_

In the event the **contact for the bidding process** is different from above, indicate contact information below.

**Bidding Process** Contact Name\_\_\_\_\_

Mailing Address\_\_\_\_\_ City & State\_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone\_\_\_\_\_ Local\_\_\_\_\_ Cell: \_\_\_\_\_ Fax\_\_\_\_\_

E-Mail \_\_\_\_\_

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

**Award** Contact Name\_\_\_\_\_

Mailing Address\_\_\_\_\_ City & State\_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone\_\_\_\_\_ Local\_\_\_\_\_ Cell: \_\_\_\_\_ Fax\_\_\_\_\_

E-Mail \_\_\_\_\_

## **1. INSTRUCTIONS**

### **1.1. Bid Event ID / Reference Number:**

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

### **1.2. Negotiated Procurement:**

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

### **1.3. Appearance Before Committee:**

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

#### **1.4. Cost of Preparing Proposal:**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

#### **1.5. Preparation of Proposal:**

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

#### **1.6. Signature of Proposals:**

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

#### **1.7. Acknowledgment of Amendments:**

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

### **1.8. Modification of Proposals:**

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

### **1.9. Withdrawal of Proposals:**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

### **1.10. Competition:**

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

### **1.11. Evaluation of Proposals:**

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

### **1.12. Acceptance or Rejection:**

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

### **1.13. Proposal Disclosures:**

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Department of Administration  
Procurement and Contracts  
900 Jackson Street, Room 102N  
Topeka, KS 66612 1286

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Department of Administration  
Procurement and Contracts  
Attention: Bid Results/Copies  
900 SW Jackson, Room 102N  
Topeka, KS 66612 1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to [janet.miller@da.ks.gov](mailto:janet.miller@da.ks.gov) or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

### **1.14. Disclosure of Proposal Content and Proprietary Information:**

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to

destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

#### **1.15. Exceptions:**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

#### **1.16. Notice of Award:**

An award is made on execution of the written contract by all parties.

## 2. PROPOSAL RESPONSE

### 2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and twelve (12) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and six (6) copies of the cost proposal including the signed Event Details document,
- Three (3) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration  
Procurement and Contracts  
Proposal # (Indicated on Page 1)  
Closing Date: (Indicated on Page 1)  
900 SW Jackson Street, Room 102N  
Topeka, KS 66612 1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late



Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

## **2.2. Proposal Format:**

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

## **2.3. Transmittal Letter:**

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

## **2.4. Bidder Information:**

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

## **2.5. Qualifications:**

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

## **2.6. Timeline:**

A timeline for implementing services must be submitted with the bid.

## **2.7. Methodology:**

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services described in Section 4.

## **2.8. References:**

Provide four references who have purchased similar items or services from the bidder in the last five years. References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

## **2.9. Procurement Card (P-Card):**

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

## **2.10. Political Subdivisions:**

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

### **3. TERMS AND CONDITIONS**

#### **3.1 Contract Documents:**

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

#### **3.2 Contract:**

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

#### **3.3 Contract Formation:**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

#### **3.4 Notices:**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson St, Room 102N  
Topeka, Kansas 66612-1286  
RE: Bid Event ID Number (on page 1)

or to any other persons or addresses as may be designated by notice from one party to the other.

### **3.5 Termination for Cause:**

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

### **3.6 Termination for Convenience:**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

### **3.7 Debarment of State Contractors:**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

### **3.8 Rights and Remedies:**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **3.9 Force Majeure:**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

### **3.10 Waiver:**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

### **3.11 Independent Contractor:**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

### **3.12 Staff Qualifications:**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

### **3.13 Subcontractors:**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

### **3.14 Proof of Insurance:**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

### **3.15 Conflict of Interest:**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

### **3.16 Confidentiality:**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

### **3.17 Nondiscrimination and Workplace Safety:**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

### **3.18 Environmental Protection:**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

### **3.19 Hold Harmless:**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright

or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

### **3.20 Care of State Property:**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

### **3.21 Prohibition of Gratuities:**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

### **3.22 Retention of Records:**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post contract period. Delivery of and access to the records shall be within six (6) business days at no cost to the state.

### **3.23 Antitrust:**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

### **3.24 Modification:**



This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**3.25 Assignment:**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**3.26 Third Party Beneficiaries:**

This contract shall not be construed as providing an enforceable right to any third party.

**3.27 Captions:**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

**3.28 Severability:**

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

**3.29 Governing Law:**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

**3.30 Jurisdiction:**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

**3.31 Mandatory Provisions:**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

### **3.32 Integration:**

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

### **3.33 Debarment of State Contractors:**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

### **3.34 Immigration and Reform Control Act of 1986 (IRCA):**

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (see <http://www.da.ks.gov/purch/CertificationImmigrationForm.doc>) with the technical proposal.

### **3.35 Worker Misclassification:**

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

### **3.36 Injunctions:**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

### **3.37 Statutes:**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

### **3.38 Federal, State and Local Taxes:**

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

### **3.39 Accounts Receivable Set-Off Program:**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

### **3.40 Definitions:**

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

### **3.41. Indefinite Quantity Contract:**

This Request is for an open-ended contract between a Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

### **3.42. HIPAA Confidentiality:**

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

### **3.43. Off-Shore Sourcing:**

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

### **3.44. Experience:**

All bidders are preferred to have a minimum of five years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

### **3.45. Payment:**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

### **3.46. Ownership:**

All data, forms, procedures, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

### **3.47. Data:**

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

### **3.48. Submission of the Bid:**

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

### **3.49. Transition Assistance:**

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

**3.50. Award:**

Award will be by region or group of regions, whichever is in the best interest of the State of Kansas.

## 4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from bidders to provide Family Preservation Services, per the attached specifications, for Kansas Department for Children and Families, Division of Prevention and Protection Services (PPS).

**Term of Contract:** The term of this contract is for a four (4) year period beginning July 1, 2013, with two (2) additional two (2) year renewals by written agreement of the parties. Costs will be renegotiated every two (2) years.

### 4.1 Background and Scope:

4.1.1 Background: The Secretary of The Department for Children and Families is responsible for investigating reports of child abuse and neglect to determine if the report is valid and if action is required to protect a child. In this regard, DCF provides care and service planning to families whose children are at risk of out-of-home placement.

Through delivery of family preservation services, DCF and contractual partners have demonstrated that families in crisis and at risk for having their children removed into foster care can be maintained intact in their own homes through intensive in-home services. With the assistance of family preservation services, families remain together by assuring adequate safety and well-being for all family members. DCF seeks to continue in-home family preservation services through contractual agreements with non-governmental entities that use evidence based practice models.

This Request for Proposal continues to include pregnant women using substances whenever such persons are appropriate for the family preservation program.

The State is divided into four administrative areas and contractual regions for the delivery of family preservation services. Contracts are awarded for each of the four contractual regions. The successful recipient of a family preservation contract region will work with family preservation contractors in other regions of the state and also with community providers serving other populations. Some contractors may work with two or more DCF administrative regions on a regular basis. Communication and sharing of information among and between regional contractors and DCF in a collegial environment is required in order to provide the best services to DCF clients.



- 4.1.2 Vendor Information File: DCF has reference material available for review in the Vendor Information File. This information has been assembled to assist vendors in the preparation of their proposal and to assure that all vendors have equal access to information.

Information may be accessed from the following websites:

**Prior Contracts, RFP and Supplemental Information** are located at  
<http://www.dcf.ks.gov/services/PPS/Pages/FamilyPreservationContracts.aspx>

Family Preservation Services RFP, 2008

Family Preservation Services Contract, 2010

**Section I. - K.S.A. & K.A.R. References.**

1[http://www.kslegislature.org/li/b2011\\_12/statute/](http://www.kslegislature.org/li/b2011_12/statute/)

**Kansas Statutes Annotated:**

- A. K.S.A. 38-2200 et seq., Kansas Revised Code for Care of Children
- B. K.S.A. 38-2300 et seq. Kansas Revised Juvenile Justice Code
- C. K.S.A. 59-2111 through 59-2143 Kansas Adoption and Relinquishment Act
- D. K.S.A. 39-1601 et seq. Kansas Mental Health Reform Act
- E. K.S.A. 65-501 et seq. Statutes for Licensing Child Care Facilities

**Kansas Administrative Regulations:**

K.A.R. Kansas Administrative Regulations governing child placing agencies, group boarding homes, group residential centers, family foster homes and daycare homes and center are located at

<http://www.kdheks.gov/bccr/regs.html>

**Section II. – Federal Child Welfare Laws**

The Administration from Children and Families website contains federal child welfare laws at

<http://www.acf.hhs.gov/>

**Section III. - Indian Child Welfare Act.**

The Indian Child Welfare Act (ICWA);

[http://www.acf.hhs.gov/cwpm/programs/cb/laws\\_policies/laws/cwpm/qaHistory.jsp?citID=179&id=698](http://www.acf.hhs.gov/cwpm/programs/cb/laws_policies/laws/cwpm/qaHistory.jsp?citID=179&id=698)

**Section IV. - The American with Disabilities Act.**

The Americans with Disabilities Act (ADA); <http://www.usdoj.gov/crt/ada/adahom1.htm>

**Section V. - Health Insurance Portability and Accountability Act.**

HIPAA; <http://www.hhs.gov/ocr/privacy/>

**Section VI. - Agency Web Sites.**

<http://www.DCFkansas.org> - The Department for Children and Families (DCF)

Description of programs, services and data reports may be found on the DCF website.

<http://www.kdheks.gov> - Kansas Department of Health and Environment (KDHE)

<http://www.hhs.gov/> - Department of Health and Human Services (Federal)

**Section VII. - General Medicaid Provider Manuals and Subsequent Bulletins.**

<https://www.kmap-state-ks.us/Public/Provider.asp>

**Section VIII. - Ansell-Casey Life Skills Book.**

Ansell-Casey Life Skill Book;

<http://www.caseylifeskills.org>

**Section IX. - HCBS Waiver.**

<http://www.kdads.ks.gov> (Select Services)

**Section X. - Addiction and Prevention Services.**

<http://www.kdads.ks.gov> (Select Services)

<http://www.ncsacw.samhsa.gov>



**Section XI. – Mental Health and Substance Abuse Services via PAHP and PIHP –**  
Prepaid Ambulatory Health Plan and Prepaid In-Patient Health Plan  
<http://www.kansashealthsolutions.com>

**Section XII. - Prevention and Protection Services (PPS)**

<http://www.dcf.ks.gov/services/PPS/Pages/default.aspx>  
<http://www.dcf.ks.gov/services/PPS/Pages/PPSreports.aspx> - Outcomes, Data and Reports  
<http://www.dcf.ks.gov/services/PPS/Pages/PPSpolicies.aspx> - Policy & Procedure Manual  
<http://www.dcf.ks.gov/services/PPS/Pages/ChildWelfareMonitoring.aspx> - Quality Assurance  
<http://www.dcf.ks.gov/services/PPS/Documents/CWHandbookofServices/HandbookOfServices.pdf> - Handbook of Services

**Section XIII. - Child Welfare League of America -**  
<http://cwla.org/>

- 4.1.3. Scope: The purpose of this request is to solicit the design and implementation of an evidence based practice model for family preservation programming in designated geographic regions in Kansas. This program will provide intensive in-home services to families who have one or more children at risk of out-of-home placement or will be at risk of out-of-home placement at birth. For the 365 day contracted case management period, also called “the referral period”, services are designed to eliminate barriers to child(ren) remaining safely at home. Formal assessment results are used to evaluate family attributes for safety, in-home permanency and well-being. The family helps to define barriers for children remaining safely at home as well as to assist in identifying ways to overcome these barriers.

The family preservation approach is family-centered. Family services and supports are designed by building on the strengths of the family and are supportive, culturally competent and will address the entire family as well as individual family members.

**4.2 Family Centered Practice**

As noted on the Child Welfare Information Gateway, <http://www.childwelfare.gov/>, family-centered practice is characterized by mutual trust, respect, honesty, and open communication between parents and service providers. Families are active participants in the development of policy, program design and evaluation, and they are active decision-makers in selecting services for themselves and their children. Family and child assessment is strengths-based and solution-focused. Services are community-based and build upon informal supports and resources.

Family-centered practice is based upon these core values:

1. The best place for children to grow up is in families;
2. Providing services that engage, involve, strengthen and support families is the most effective approach to ensuring children’s safety, permanency and well-being.

Key components of family-centered practice include:

1. Working with the family unit to ensure the safety and well-being of all family members.
2. Strengthening the capacity of families to function effectively.
3. Engaging, empowering, and partnering with families throughout the decision and goal-making process.
4. Providing individualized, culturally responsive, flexible, and relevant services for each family.
5. Linking families with collaborative, comprehensive, culturally relevant, community-based and faith-based networks for supports and services.

**4.2.1 Protective Factors**

DCF is committed to weaving the 6 protective factors as developed by the Center for the Study of Social Policy into all aspects of the child welfare system, and expect them to be a part of all contracts. Bidders shall explain how these factors will be implemented in their service proposals. The six (6) protective factors known to reduce child maltreatment should be integrated within families, across systems and throughout communities. They are:

1. Nurturing and Attachment – A child’s ability to interact positively with others, to self-regulate, and to effectively communicate his or her emotions has a great impact on the parent-child relationship. A child’s social and

emotional development is highly dependent on the quality of a young child's primary relationships. How caregivers respond to children's emotional expression profoundly influences how they learn to process, understand, and cope with such feelings as anger, happiness, and sadness. Promoting positive behavior and responses in children could strengthen parent-child relationships.

2. Knowledge of Parenting and Child and Youth Development – Extensive research links healthy child development to effective parenting. Children thrive when parents provide not only affection, but also respectful communication and listening, consistent rules and expectations, and safe opportunities that promote independence. Successful parenting fosters psychological adjustment, helps children succeed in school, encourages curiosity about the world, and motivates children to achieve.
3. Parental Resilience – Parents who can cope with the stresses of everyday life, as well as an occasional crisis, have resilience; they have the flexibility and inner strength necessary to bounce back when things are not going well. Multiple life stressors, such as a family history of abuse or neglect, health problems, marital conflict, or domestic or community violence – and financial stressors such as unemployment, poverty, and homelessness – may reduce a parent's capacity to cope effectively with the typical day-to-day stresses of raising children.
4. Social connections – Parents with a social network of emotionally supportive friends, family and neighbors often find that it is easier to care for their children and themselves. Most parents need people they can call on once in a while when they need a sympathetic listener, advice, or concrete support. Research has shown that parents who are isolated, with few social connections, are at higher risk for child abuse and neglect.
5. Concrete support – Partnering with parents to identify and access resources in the community may help prevent the stress that sometimes precipitates child maltreatment. Providing concrete support may also help prevent the unintended neglect that sometimes occurs when parents are unable to provide for their children.
6. Social and Emotional Competence of Children - Parents support healthy social and emotional development in children when they model how to express and communicate emotions effectively, self-regulate, and make friends. A child's social and emotional competence is crucial to sound relationships with family, adults, and peers. Conversely, delayed social-emotional development may obstruct healthy relationships. Early identification of such delays and early assistance for children and parents can provide support for family relationships and sustain positive and appropriate development.

Family preservation services are concentrated and clearly defined with an emphasis on intensive, home-based services to families in crisis where children are at imminent risk of out-of-home placement. The decision to refer a family for family preservation services is made by DCF at any point during the intake and assessment process.

Services provided by the contractor typically include:

1. Initial safety assessments;
2. On-going assessment and determination of family needs, strengths and well-being;
3. On-going safety and risk assessments;
4. Assistance in obtaining core support services (day care, respite care, employment, housing, on-going mental health services, etc.);
5. Child rearing and behavior management coaching for parents;
6. Assessment and expansion of family supports;
7. Coordination of community resources for the family;
8. On-going case evaluation and monitoring to assure effective service delivery;
9. Family living skills;
10. Family crisis intervention;
11. Case Management;
12. Individual, Couple, and Family Therapy;
13. Healthy relationship training;
14. Trauma informed treatment and services.

For pregnant women who are abusing substances, these services also include addressing or providing substance abuse treatment and related aftercare, prenatal health care, vocational assistance and case management as appropriate. Assistance in removing barriers to treatment is also provided and may include family support, mental health services, domestic violence services, child care, transportation, housing or other supportive services.

#### **4.3 Population Served**

- 4.3.1 Referral criteria includes a pregnant woman who abuses alcohol and/or drugs or a family in crisis that has child(ren) at risk of removal. When children are at risk, there must be a parent/caregiver who is available to protect the child(ren) and who is willing and able to participate in the services. Family preservation services are initiated based on DCF assessments that the pregnant woman is abusing alcohol and/or drugs, or that children are at risk of removal and the family is willing and able to engage in services.

Following are examples of potential referrals:

- A. Pregnant women using alcohol and/or drugs during pregnancy;
  - B. Families with a child(ren) who are alleged to be victims of abuse or neglect. The DCF safety/risk assessments determine if there are safety and risk threats which without intervention will likely result in out of home placement;
  - C. Families with child(ren) who are truant due to failure to attend school along with other non- abuse/neglect issues;
  - D. Families with parents and/or child(ren) who use or abuse substances;
  - E. Families with child(ren) in police protective custody and placed in temporary emergency housing;
  - F. Families with mental/emotional illness when the issues have been stabilized and one adult in the household is able and willing to participate.
- 4.3.2 Families who have at least one child in out of home placement through a regional Foster Care/Reintegration/Adoption provider are not eligible for family preservation services. A family preservation services referral is terminated when the Court removes one or more children from the home.

If a child in the family is adjudicated a juvenile offender, juvenile offender services to that child are the responsibility of the Juvenile Justice Authority. However, if there are other children in the home who meet the criteria for family preservation services, a referral can be made or the services from a prior referral can continue if the adjudication and JJA custody occur after referral. The child/youth who is adjudicated and in the custody of the JJA may participate as a member of the family in these services.

#### **4.4 Services to be Provided—Contract and Program Requirements**

##### **4.4.1 Contract Requirements**

The Contractor shall:

- A. Have a program director assigned to this contract who will serve as the liaison to DCF on all program and contractual matters.
- B. Assure all staff with case management responsibility have DCF pre-service training. Staff must also receive on-going training whenever deemed appropriate by DCF, regarding family systems, service delivery related to family preservation, new policy, statutory changes, initiatives, and other matters pertinent to effective contract performance.
- C. Provide for the safety, stability and well- being of children and families during the referral period.
- D. Adhere to the following:
  - 1. Kansas Revised Code for Care of Children KSA 38-2200 et seq.
  - 2. Kansas Revised Juvenile Justice Code KSA 38-2300 et seq.
  - 3. Kansas Administrative Regulations
  - 4. Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ)
  - 5. Interstate Compact on Adoption and Medical Assistance (ICAMA)
  - 6. The Indian Child Welfare Act
  - 7. Children and Family Services Review and any potentially resulting Program Improvement Plan(s)

8. Division of Prevention and Protection Services Policy and Procedures Manual (PPM) and its revisions.
  9. The Americans with Disabilities Act (ADA)
  10. Kansas Mental Health Reform Act KSA 39-1601
  11. Relevant federal statutes and regulations as set out at the Administration for Children and Families website at [http://www.acf.hhs.gov/programs/cb/laws\\_policies/index.htm#cwpm](http://www.acf.hhs.gov/programs/cb/laws_policies/index.htm#cwpm)
  12. Medicaid Provider Manuals and subsequent bulletins.
  13. Federal Title IV Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficiency LEP
  14. The Contractor is required to ensure written information is available in the prevalent non-English languages of the service area.
  15. Any other statutes, policies, and regulations DCF deems appropriate to the performance of services herein.
- E. Establish and maintain policy and procedure manuals which detail job functions and service delivery processes which operationalize an evidence based practice model. The bidder will describe its family preservation model and the plan to implement the model with fidelity. The intervention model description shall include detailed information about the practice model components, how safety and risk will be assessed through the life of the case, how safety plans and family safety networks will be formed, and the specific training the in-home workers will have received by the time the contract is finalized.
- F. The contractor shall maintain a process for responding timely as dictated by DCF policy to consumer complaints and shall inform and collaborate with DCF as to the resolution of these complaints. Response to DCF is required on a DCF specified form, within three (3) working days from the complaint date or sooner if requested. Bidders shall include their model of complaint response in an addendum to the proposal. As defined by DCF policy, if the concern is a Critical Incident, a response may be required by the Contractor the same day or next business day from the event.
- G. Refrain from releasing reports, medical records, or client information to outside sources without written consent from the family.
- H. Freely share information between the contractor and DCF, and, when appropriate, between the Family Preservation contractor and the Foster Care/Reintegration/Adoption contractor. The contractor shall make available all client records and information to DCF within 24 hours of a request, whether written or verbal.
- I. Begin contractual responsibility and case management responsibility for children and family on the day of referral and end this responsibility 365 days after the referral date.
- J. Update, complete and organize the case file per policy and send it to the DCF regional office within five (5) working days after the contractor's 365 day period of responsibility for family case management has expired or after the case has been referred to the reintegration contractor.
- K. Deliver services to children and families which are culturally competent and are responsive to their unique needs.
- L. Report cases of suspected child abuse and neglect immediately to DCF or law enforcement in accordance with KSA 38-2223.
- M. Submit all reports as required by the court and liaison with court and district/county attorney.
- N. Maintain a public image that is supportive at all times towards the public/private partnership.
- O. Provide full disclosure, open and direct communication and transparency with DCF in all matters.
- P. Maintain case information on a timely basis which reflects the complete and current history of assessment information, and services provided and progress of services, for the family and each family member.
- Q. Collaborate with family and schools to assure all children receive educational assistance determined necessary from educational assessments.

- R. Facilitate seamless transition for the child, and family to the reintegration provider whenever a child, receiving services under the contract, is placed in out-of-home care.
  - 1. All information shall be shared with the Reintegration/Foster Care/Adoption Contractor to include a discharge summary with; reasons for referral, dates of referral and services provided, the family's response to the services, assessments completed, the goals achieved and other useful information. The Family Preservation case file shall be made available to the Reintegration/Foster Care/Adoption Contractor upon request.
  - 2. If the Family Preservation Provider has an open case at the time of referral to the Reintegration/Foster Care/Adoption Provider, the case manager from the Family Preservation Provider shall be invited to and attend the initial team meeting with the family.
- S. Facilitate seamless transition for children and their family when the family moves to another contractor region during the 365 day Family Preservation service period by continuing to serve the family or by subcontracting with another provider. In these cases, the original contractor remains responsible for all contractual obligations and reporting. If a child in the family is in the Secretary's custody when the family moves, a new referral is made to the contractor where court jurisdiction for the child's case is located. The prior referral is closed.
- T. Facilitate seamless transition for children and their family to DCF when the 365 day referral period is complete and there continues to be a need for services for the family. All information will be shared with DCF to include a discharge summary with: reasons for referral, dates of referral and services provided, the family's response to the services, assessments completed, the goals achieved and other useful information. The entire Family Preservation case file shall be sent to DCF within five(5) days of the end of the referral period.
- U. Assure that families are involved with their agency at a policy making level, and will hold at least one stakeholder feedback meeting per year to solicit input and feedback from families and youth. Reports shall be submitted to DCF.
- V. At DCF discretion, make work space available for a DCF staff person to be in a contractor office with access to all contractor staff, files and records.
- W. Submit quarterly management reports.
- X. Include their model of Quality Assurance as an addendum to the proposal.
- Y. Participate in statewide or regional stakeholder, policy, program improvement or advisory groups including events to promote and support child welfare issues.
- Z. Convene a standing advisory board, each member of which is subject to DCF approval, to provide information/feedback on policies and practices. The advisory board shall be convened, at least, quarterly and reports shall be submitted to DCF. The advisory board shall be comprised of at a minimum representatives from: mental health provider, DCF regional office, contract provider, a past family preservation customer, Community Developmental Disability Organization (CDDO), substance abuse treatment center, faith based organization, school personnel, law enforcement, Juvenile Intake and Assessment Center (JIAC), early childhood education, foster parent, Safe Families (as available), and other members deemed appropriate by the contractor. Proposals shall include a list of proposed and committed members. The board shall not exceed fifteen total members.
- AA. Participate and cooperate in the PPS quality assurance processes.
- BB. Fully cooperate with DCF's pursuit and implementation of innovative or other outcome-based programs, including the possible engagement of supplemental service organizations that DCF may deem appropriate for such a program's operation that will work in conjunction with the Contractor to fulfill the mission of DCF. Such pursuit shall be at DCF's own expense with no obligation by the Contractor to assume any additional costs under this agreement. The Contractor agrees to fully cooperate with any such endeavor.
- CC. Collaborate in a transition plan approved by DCF in the event the contractor withdraws of the contract is terminated. Both contractors shall designate staff to serve on a transition team to design the plan, with this

team being activated within ten (10) working days after the notification of contract awards. The transition plan shall assure a smooth transition to avoid disruptions, provide for the safety and well-being of children, and provide necessary information to all concerned parties.

- DD. Be responsible for services to the children referred for the duration of the 365 day referral period in the event a new contractor is awarded the contract.
- EE. Negotiate in good faith with DCF to serve the families, served by the unsuccessful contractor, on an emergency basis, in the event one of the Contractors fails in carrying out the terms of the Family Preservation contract.

#### 4.4.2. Program requirements.

The following are minimum program requirements. New or unique program elements supported by available data are acceptable and encouraged but the proposal must detail how each requirement will be implemented. The contractor shall:

- A. Accept all referrals in the designated geographic region.
- B. Respect the privacy of the child and family.
- C. Maintain confidentiality as required by law, and DCF policy.
- D. Assure agency staff availability to families 24 hours a day, including weekends and holidays.
- E. Acknowledge receipt of referral to DCF within 24 hours of receipt.
- F. Contact the family within 24 hours of referral to schedule an in-person meeting with the family. Meet in person with the family within two business days of referral, unless an earlier in-person meeting is directed by the DCF social worker. The contractor will request assistance from the DCF social worker if there is difficulty in beginning the engagement process. During this meeting the contractor shall work with the family to develop a safety plan, identify immediate supports for the family and each family member, and identify roles and responsibilities for all team members. If the family fails to engage in Family Preservation services, the Contractor shall notify DCF immediately.
- G. Employ diligent efforts to engage the non-custodial parent for all family preservation activities. All references to "family" in this request for proposal are to include the non-custodial parent.
- H. Respond to family crisis situations within one hour. Face-to-face contact is required when determined necessary to assure child safety or effect positive family change. Document response in the case file.
- I. Complete initial and ongoing family assessments which measure safety, stability and well-being.
- J. Assess all family members for components of well-being: including social, emotional, physical, educational, intellectual, mental health, substance abuse, domestic violence and parent-child relations.
- K. Work with the family to develop a case plan with specific outcomes for family members which mitigate safety concerns and improve well-being of the family. Outcomes shall address referral reasons, identified needs and assessment results. Other agencies involved with the family and any individuals identified by the family shall be invited and encouraged to attend the case plan meetings. Case plans and case plan goals are subject to disapproval by DCF.
- L. Include information about how Family Group Decision Making principles will be incorporated in the case planning process.
- M. Assist the family in overcoming barriers to achieving goals in case plans.
- N. Complete the initial case plan in collaboration with all family members and obtain signature within 20 calendar days from date of referral.
- O. If the family does not meet with the Family Preservation for two weeks, DCF shall be notified. Notification shall be made sooner if there is indication the child(ren) are in danger.
- P. Invite DCF social workers to all case plan conferences and court hearings.
- Q. Send the completed case plan to DCF within 5 calendar days from the date of the case plan meeting.
- R. Write court reports, submit to court per local rule, attend all court hearings and testify as required.
- S. Provide DCF with the documentation necessary to file a complete court application/affidavit if it is determined a child cannot remain safely in-home.
- T. Purchase of the first \$500 of concrete support needed for the family. After expending \$500 on concrete support, a request can be made to DCF for additional concrete support funding. Examples of concrete support are: exterminator services, head lice treatment supplies, clothes, utilities, rent and deposits, bus passes, car repairs, refrigerators, beds, etc. Concrete support does not include services listed in the Child Welfare Handbook of Services.

- U. Address referrals to FP for families whose children are in the Secretary's custody but remain in-home and for families whose children are not in custody.
  - 1) For families where one or more children remain in-home but are in the custody of the Secretary, the following is required:
    - a. Each child in custody is required to have a child case plan and a family case plan. The child case plans, which are separate and distinct from the Family Preservation case plan, must be completed within 30 days after custody is established and at least every 180 days thereafter.
    - b. Minimum monthly face-to-face contact between the identified case plan worker and each child in custody is required.
    - c. After intensive family preservation service phase is completed, the contractor must continue to provide case management activities, case plan updates, timely court reports, testimony in court, and assistance to the family in following court orders during the remainder of the 365 days.
  - 2) For families who do not have any children in the Secretary's custody, individual child case plans are not required. A family case plan that addresses the needs of each family member is sufficient. After the intensive family preservation service phase is completed, monthly in-person family contact is required with all family members for the remainder of the 365 day referral period.
- V. Coordinate with family and medical providers to assure medical needs are met.
- W. Continue to access medical services via the Medicaid card for children qualifying for Medicaid.
- X. Enroll as a Kansas Provider for services covered by Medicaid and will follow all applicable requirements for participation as set forth in federal and state statutes and regulations, and any related Program policies, within the authorities of such statutes and regulations of the applicable State Agencies. The provider shall also agree to comply with all state and federal laws and regulations applicable to services delivered and professional activities. The Kansas Medicaid Provider Manual, Provider Manual revisions and Provider Bulletins represent official Medicaid program limitations and requirements that providers must follow to receive payment and to continue participation in the Medicaid program under K.A.R. 30-5-59c(1). The Manual is in addition to the requirements of the Medicaid Provider Agreement and any other contracts such as managed care contracts.
- Y. Will be required to participate in the Kansas Medical Assistance Program (KMAP) for services covered by Medicaid and to comply with applicable requirements for participation as set forth in federal and state statutes and regulations, and Program policies.
- Z. Provide for periodic urine analysis when working with a family where substance abuse has been identified. Results shall be recorded in the file. Follow-up services shall be provided as indicated.
- AA. Refer newborns to early intervention programs as appropriate.
- BB. Develop a plan for aftercare identifying the expectations of the family and the provider, including the frequency and type of contact after the specific outcomes of the case plan are achieved. The plan also identifies the circumstances that may result in the resumption of intensive services. In the event the family refuses to meet or is not located by the Contractor for sixty (60) days, DCF shall be notified.
- CC. Provide documentation to DCF of intent to decrease intensity and/or frequency of services to families.

#### **4.5 Staff/ Contractor Qualifications:**

- A. The bidder must be licensed to do business in the state of Kansas.
- B. The bidder must be accredited by a national child welfare organization. Bidders must provide a letter from the accrediting body reflecting current standing and submit results of the most recent re-accreditation survey.
- C. The bidder must include a discussion of its qualifications and experience in providing the services that are the subject of this RFP. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of mobilizing sufficient personnel to meet the dealings specified in the Request. The bidder shall discuss how the organizational structure will facilitate the delivery of services.
- D. All staff providing direct services to consumers shall have annual criminal record checks through the Kansas Bureau of Investigation, and shall be cleared annually through the Kansas Child Abuse and Neglect Central

Registry. Staff who have re-located to Kansas in the last five years shall have an FBI fingerprint check. The FBI fingerprint check is only required one time at the time of hire.

- E. Every staff member in a professional position, including case managers and social workers, shall have a minimum of a Bachelor's Degree from an accredited university and shall be licensed by the Behavioral Sciences Regulatory Board to practice in Kansas (i.e. Social Worker; Marriage and Family Therapist; Psychologist; Professional Counselor and/or Alcohol and Drug Counselor).
- F. All supervisors must have a Bachelor's Degree in the human service field, and have at least three years' experience in children and family services.
- G. All para-professionals working directly with families must have a High School diploma, or equivalent, and two years' experience in the children and family services field.
- H. The technical proposal shall include resumes of executive personnel assigned to the project, commencing with the contract administrator and above. The proposal shall include other job descriptions for those filling professional and paraprofessional positions.
- I. Clinicians and therapists must be licensed by the Behavioral Sciences Regulatory Board and meet the Board's educational and experience requirements.
- J. Families where a pregnant woman is affected by substance abuse shall be provided services by a professional with an Addiction and Prevention Services (AAPS) credential or an AAPS counselor assistant credential. If provider does not have credentialed employees, the provider may subcontract with a licensed substance abuse treatment program.
- K. In addition to proof of insurance required by Section 3.14, the contractor must demonstrate they have Professional Liability Insurance and Automobile Liability Coverage for Client Transportation. Contract award may be contingent upon proof of insurance.

#### **4.6 Corrective Action Plans (CAP)**

To assess performance of the Contractor, the state will review and monitor accountability for child welfare programs through direct oversight, case read processes and administrative site visits. Case read and oversight activities are used to assess and improve the delivery of services to families. Results of case read and oversight activities may be published by DCF on the internet or in other public information material.

Poor performance on case read questions, nonconformities identified during an audit, not meeting the requirements of an administrative site review, or other sources identifying a significant or repeated problem impairing performance or compliance may lead to the implementation of a Corrective Action Plan (CAP). The components of a CAP are:

- Using clearly identified sources of data which identify problems that will be investigated.
- Completing a root cause analysis to identify the cause of a discrepancy or deviation and suggest corrective actions to potentially prevent recurrence of a similar problem, or preventive action to ensure the discrepancies do not occur.
- Implementing corrections to rectify the problem which is identified.

If a problem is identified by DCF, the contractor shall develop a CAP approved by DCF, to address the root cause of the issue and action steps to be taken to create improvements and prevent recurrence of the problem. Failure to meet CAP provisions shall require the Contractor to reimburse DCF for costs incurred in resolving the problem.

#### **4.7 Outcomes**

Contractor performance is also measured through outcomes. Contract outcomes use Child and Family Services Review (CFSR) measures of "children are safely maintained in their homes whenever possible and appropriate" and also include the following additional measures: families are engaged in program services, children are safe from abuse or neglect, and babies are born substance free. Performance based outcomes shall not be rewarded with monetary or other bonuses/awards for staff.



The contract performance year is the state fiscal year (SFY) (July 1 – June 30). Reports published may reflect both federal and state fiscal year periods. If contract outcomes are not met at the completion of the first SFY of the contract, the contractor shall develop a Program Improvement Plan (PIP) approved by DCF to address unmet outcomes. The PIP shall include action steps to be taken to create improvements and demonstrate continued improvement for each unmet outcome. Failure of the Contractor to meet the strategies for improvement of the outcomes may result in liquidated damages as defined below.

If a Performance Improvement Plan is necessary after the first year of the contract, individual outcome(s) will be deemed completed as successful when the outcome performance meets the negotiated improvement goal(s) by the end of the SFY.

Failure of the Contractor to meet the negotiated improvement goal(s) by the end of the SFY using year-end performance may result in termination of the contract. If negotiated improvement goals are not met, liquidated damages may be assessed for each outcome not met, equal to 2% of the monthly minimum referral payment. DCF may withhold any damage amount from the July payment in the year following the completion of the PIP. DCF may also impose liquidated damages if standards are not met during the following year(s) of the contract.

Outcome 1. Families are engaged in program services.

Families are Engaged Timely	Population	Standard	Source
Families referred shall be engaged timely in family preservation services.	Families referred to Family Preservation provider for services.	95.0%	FACTS: service action codes, case plan date
Operational Definition			
<p><b>Numerator:</b> The # of families referred to family preservation in a given month, excluding retractions, who had an initial case plan completed and signed within 20 days of the referral.</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # of families referred to family preservation in a given month, excluding retractions.</p> <p>Example:</p> <p>July 2011 - # of families referred for Family Preservation Services (excluding retractions) = 222.  July 2011 - # of families referred for Family Preservation Services (excluding retractions), who had a case plan completed within 20days of the referral for services = 211  Performance with Families Engaged Timely is 95% [N=211/D=222]</p>			

Outcome 2. Children are safe from abuse and/or neglect.

Safety during Family Preservation Services within 90 days of referral	Population	Standard	Source
Families will not experience substantiated abuse or neglect during the first 90 days of family preservation participation.	Families referred to Family Preservation provider for services in the last 90 days.	95.0%	FACTS: service action codes
Operational Definition			
<p><b>Numerator:</b> The # of families referred to family preservation 90 days ago who did not have a substantiated finding between referral date and 90 days.</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # families referred to family preservation 90 days ago.</p> <p>Example:</p> <p>July 2011 - # of families referred for Family Preservation Services 90 days ago = 195.  July 2011 - # of families referred for Family Preservation Services 90 days ago, who did not have a substantiated finding between referral and 90 days = 193  Performance with Safety during Family Preservation within 90 days is 99% [N=193/D=195].</p>			

Safety During Family Preservation within 365 days of Referral	Population	Standard	Source
Families will not experience substantiated abuse or neglect during the entire 365 days of a family preservation referral	Families referred to Family Preservation provider for services in the last 365 days.	95%	FACTS: service action codes
Operational Definition			
<p><b>Numerator:</b> The # of families referred to family preservation 365 days ago who did not have a substantiated finding between referral date and 365 days.</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # families referred to family preservation 365 days ago.</p> <p>Example:</p> <p>July 2011 - # of families referred for Family Preservation Services 365 days ago = 195.</p> <p>July 2011 - # of families referred for Family Preservation Services 365 days ago, who did not have a substantiated finding between referral and 365 days = 193</p> <p>Performance with Safety During Family Preservation within 365 days is 99.0%</p> <p>[N=193/D=195]</p>			

Outcome 3. Children are maintained at home with family

Children are Maintained at Home with Family during Family Preservation	Population	Standard	Source
Families will not have a child placed outside the home into the foster care program during the 365 day referral period.	Families referred to Family Preservation 365 days ago.	90.0%	FACTS: service action codes
Operational Definition			
<p><b>Numerator:</b> The # of families referred to family preservation during the 365 day period who did not have a child placed into foster care.</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # of families referred to family preservation during the 365 day period</p> <p>Example:</p> <p>July 2011 - # of families referred to family preservation 365 days ago = 41.</p> <p>July 2011 - # of families referred to family preservation 365 days ago, who did not have a child placed into foster care = 40</p> <p>Performance with Children Maintained at Home is 97.6% [N=40/D=41].</p>			

Outcome 4. Babies are born substance free.

Babies are Born Substance Free	Population	Standard	Source
Babies are born substance free to women referred to family preservation services.	Families referred to Family Preservation for reason of substance abuse during pregnancy.	90.0%	FACTS: service action codes and service source codes
Operational Definition			
<p><b>Numerator:</b> The # of births to families referred to family preservation services for reason of substance abuse during pregnancy who were born with a negative alcohol and drug toxicology.</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # of births to families referred to family preservation services for reason of substance abuse during pregnancy.</p> <p>Example:</p> <p>July 2011 - # of births to families referred to family preservation services for reason of substance abuse during pregnancy = 19.</p> <p>July 2011 - # of births to families referred to family preservation services for reason of substance abuse during pregnancy who were born with a negative alcohol and drug toxicology. = 18</p> <p>Performance with Babies are Born Substance Free is 94.7% [N=18/D=19].</p>			

**Success Indicator:**

Children are maintained at home	Population	Standard	Source
Children will be maintained in their homes for 365 days post closure of the Family Preservation referral	Families referred to Family Preservation whose referral closed 12 months ago.	N/A	FACTS
Operational Definition			
<p><b>Numerator:</b> The # of families whose referral to family preservation closed 12 months ago who did not have a child placed into foster care within 365 days of closure</p> <p style="text-align: center;"><b>divided by</b></p> <p><b>Denominator:</b> The # of families whose referral to family preservation closed 12 months ago-</p>			

#### **4.8     State Resources and Responsibilities**

The Department for Children and Families will:

- A.     Provide oversight, monitoring, guidance, and case or program specific direction as deemed necessary.
- B.     Establish child protection objectives.
- C.     Reserve the right to require the reassignment of contractor's personnel who work under this contract.
- D.     Refer the family to the contractor within 24 hours of DCF decision that family needs family preservation services.
- E.     Assist provider who experience difficulties in beginning the engagement process, when requested.
- F.     Make prompt payment as per the contract.
- G.     Assure assessment information is available to the contractor through Kansas Initiative for Decision Support (KIDS).
- H.     Assure additional referral information is sent to the contractor in a timely manner.
- I.     Support linkages between the Contractors, the Juvenile Justice Authority and DCF.
- J.     Provide DCF case file information to the Foster Care/Reintegration provider or to the Juvenile Justice Authority.
- K.     Obtain release of information for all third party information known to DCF which pertains to the child(ren) and family. Provide the release document to the Contractor in a timely manner.
- L.     Assess for relatives and kin at intake and assessment, and send this information to the contractor with the referral form, or as soon as possible after referral.
- M.     Participate in Quality Assurance activities.
- N.     Coordinate on-site monitoring at least annually.
- O.     Facilitate the professional judgment resolution process.
- P.     Notify the family preservation contractor of any critical changes in the family's situation verbally within 12 hours, followed by written notification within 24 hours.
- Q.     Keep contractor informed of status of ongoing child abuse/neglect assessments.
- R.     Work with the court and the DCF attorney regarding court orders in order to meet federal and statutory compliance.
- S.     Assess safety and recommend to the court if a child cannot remain safely at home.
- T.     Notify the family preservation contractor of changes in client eligibility for Medicaid.
- U.     Provide technical assistance regarding all laws, regulations, policies and procedures impacting child welfare services.
- V.     Notify contractor when new information on Third Party Liability for any child or family comes to DCF's attention.

- W. Monitor service delivery process as outlined in Contractor's proposal.
- X. Assist with the development of the Performance Improvement Plan and will monitor the plans implementation.
- Y. Assist with the development of a Corrective Action Plan and will monitor the plans implementation.

#### **4.9 MIS Requirements**

The successful bidder shall be required to use the State's Computer Systems, FACTS, KIDS, and eSCRIPTS. The contractor is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to contractor site setup and installation of contractor owned equipment. The contractor shall have the ability to communicate with state systems electronically including the ability to attach documents. Information that may be used to assist the bidder in determining costs necessary for bidding purposed is found in Appendix #1 (DCF Security Policy).

Accessibility (ADA Compliance): All websites and web applications for DCF must meet the State of Kansas ITEC Policy 1210 (<http://da.ks.gov/kito/itec/Policies/itecpolicy1210.htm>) which incorporates the Web Content Accessibility Guidelines (WCAG V2) and Section 508 accessibility guidelines. Websites/web-applications will be tested for accessibility before being placed in production by the testing team which will include but is not limited to testing using a screen reader (JAWS). For guidance on implementing the WCAG go to <http://webaim.org/standards/wcag/checklist>.

DCF will continue to expand its use of electronic storage and exchange of information. DCF and Contractors must take precautions to ensure the confidentiality and security of information. All contractors shall be HIPAA compliant with regard to the electronic data interchange, security and privacy standards. Electronic interchange of data allows for information to be more efficiently transmitted. DCF will send as much information to Contractors as possible electronically and expects that Contractors will do the same.

A. Contractor shall:

1. Send the acknowledgment of referral to the regional office via e-mail. (Address will be provided by each regional office)
2. Directly enter Provider Information (providers are foster parents, relatives, and adoptive parents) into FACTS on the PROM screen for new providers, and update existing provider information, to include, but not limited to:
  - a. Provider last name
  - b. Provider first name
  - c. Provider Type
  - d. Provider Status
  - e. Status Date
  - f. Provider Address
  - g. Family Structure Code
  - h. Provider Gender
  - i. Provider DOB
  - j. Provider Race
  - k. Provider Ethnicity

Contractors should review all information and update as necessary, including address changes and adding provider types as a provider's role changes (ie, foster parent is now the adoptive parent).

3. Electronically retrieve new referral information from the Child Welfare Community Based Services (CWCBS) website via the DCF web portal and allow this information to be downloaded into their computer system.
4. Submit all reports in Microsoft Excel ©



5. Agree to working with DCF in this evolving technological environment and respond to new innovations as they are introduced.
6. Demonstrate capability of utilizing Live Meeting.

DCF will:

Create a dataset file at case opening for electronic retrieval from the CWCBS website by the contractor. Case opening data fields include:

	<b>CWCBS Report Field Name</b>	<b>SCRIPTS Equivalent</b>	<b>Screen-Field Name In FACTS</b>	<b>Size</b>
1	Client ID	same	CASE Screen-Client ID	10
2	Client Name ( last )	same	CASE last name	17
3	Client Name ( first)	same	CASE first name	12
4	Client Name ( MI )	same	CASE middle initial	1
5	Worker Name(last)		CASE Screen - Worker Name	17
6	Worker Name (first)		CASE Screen - Worker Name	12
7	Worker name (MI)		CASE Screen - Worker Name	1
8	DCF Region Number		CASE Screen -Worker # (First two numbers in the Worker number)	2
9	Worker County		CASE Screen-Worker # (3 <sup>rd</sup> and 4 <sup>th</sup> characters in the Worker number)	2
10	Case County	county	CASE Screen-County	2
11	Case ID	FACTS Case#	CASE Screen-Case Number	8
12	Event ID		Face Sheet	8
13	Race code (1)		CASE/RACE	2
14	Race code (2)		same	2
15	Race code (3)		same	2
16	Race code (4)		same	2
17	Race code (5)		same	2
18	Ethnicity		MACL/Ethnicity	2
19	Date of Birth	same	CASE/DOB	8 (ccyy-mm-dd)
20	Sex	same	CASE/Sex	1
21	SSN	same	CASE/SSN	9
22	Role Code	H=casehead C= child A=Adult	CASE/Role	1
23	Effective Status Date		INIT-PLAN/Eff dt (for resp status)	8 (ccyyymmdd)
24	Street 1		MACL Screen -Address	25

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
25	Street 2		MACL Screen - Address	25
26	Zip Code		MACL Screen - Zip	5
34	Case Open Date		CASE Screen - Open Date	8 (ccyymmdd)
35	Service Action Date	Referral Start Date (Also used for Intake Date.)	INIT- RESP - EFF DT	8 (ccyymmdd)
36	Service Action Code	Possible Combinations: PR03N/FPC=FI PR09N/FPC=F O PR09N/FGC=F C	INIT- RESP Screens -SVCACT	5
37	Service Source Code		INIT- RESP - SVCSRC	3

- B. Over the life of the contract, improvements to systems and innovations in technology may facilitate data exchange of placement information, service information or other case management information including but not limited to client ID, provider name, placement or service start and other dates. In addition, changes to federal reporting requirements of child welfare data may require periodic changes to data attributes exchanged with the Agency, code values, or file structure in accordance with federal guidance.

5. COST PROPOSAL

Family Preservation  
Cost Proposal Cover Sheet

Name of Submitting Organization: \_\_\_\_\_

(Per instructions in this section of the RFP, submit rates and costs proposals for each region for which a bid is being submitted)

Check the Region for which this Cost Proposal is being submitted.

Region 1 \_\_\_\_\_ Region 2 \_\_\_\_\_ Region 3 \_\_\_\_\_ Region 4 \_\_\_\_\_

Proposed Rate	Year 1	Year 2
Case Rate per Referral		

Rates for Years 3 and 4 will be negotiated prior to the start of year 3.

Separate Cost Proposals are required for each Region. Attach this sheet to the front of the Cost Proposal. Bids submitted for multiple regions may include a narrative describing the savings for efficiencies of being awarded a contract in more than one Region. Additional submission instructions follow.

## 5.1 Cost Proposal

Cost proposals shall be submitted separately for each region for which the bidder is bidding. Each cost proposal shall be submitted separately from the technical proposal. Bidder shall complete and submit Family Preservation fiscal worksheet in Microsoft Excel (See embedded spreadsheet below). The Cost Proposal Cover Sheet reflecting the name of the submitting organization, region, and bid rates must be submitted with the proposal. The bid rates shall also be included in the 'Rates' tab of the embedded spreadsheet. All sections of the embedded spreadsheet shall be completed and submitted. Additional information that bidders deem as useful may be provided.



FP Fiscal Worksheet  
in RFP rev.xlsx

5.1.1 Assumptions for estimating rates under this RFP are located at sections 5.3 through 5.4.

**Each cost proposal must contain the following.**

- 5.1.2 a) Audited financial statements with management letter for the previous two years.  
b) Current unaudited financial statements will be accepted until 2012 audit is available.

5.1.3 Projected referrals and related costs (Project annual referrals on the 'Proposed Rates' tab of the imbedded spreadsheet). Please refer to the historical referral, allocation, and actual expenditure data in the Vendor Information File. Future allocation amounts are not expected to vary significantly from historic allocations.

5.1.4 A pro forma budget for each of the first two (2) years of the contract (Complete 'Income Statement', 'Admin Salaries', 'Case Supervision Salaries', and 'Operating Expenses' tabs of imbedded spreadsheet). Include an explanation of the organization's method of allocating indirect costs on the 'Indirect Costs' tab of the embedded spreadsheet. One-time startup costs that providers will experience for a limited time shall be separately identified on the pro forma income statements. The applicable categories and amounts shall be identified, as well as the number of years the expenses will be incurred.

5.1.5 An explanation of your organization's resources to demonstrate the ability to ensure solvency for the period of the contracts. This shall include, but not be limited to the following:

- a) Cash balances – as supported by the organization's submitted balance sheet.
- b) Other liquid assets - as supported by the organization's submitted balance sheet.
- c) Line of credit – specify source and amount. Line of credit letters will need to be provided prior to finalizing any awards.
- d) Other sources of revenue that would be available along with supporting documentation. These 'other sources' differ from what would be part of the routine 'Contributions' and 'Other – Specify' as requested on the Income Statement of the imbedded spreadsheet. For this section, the objective is to ascertain what other revenue sources the organization has that could be used to prevent insolvency in the case of financial losses experienced by the contract.

## 5.2 Payments

There is no advance funding for start-up costs. All payments will be made in accordance with the contract. Payments will be made in accordance with the State of Kansas Prompt Payment Act. Payments may be withheld or delayed for failure to comply with the terms of the contract.

### 5.2.1 Payment Structure

For new referrals made on or after July 1, 2013, the contractor will receive a case rate for Family Preservation services as defined below. No cases will be transferred from the current contractors. The case rate is the total payment per family.

5.2.2 The payment schedule is as follows.

- a) One-third of the case rate will be paid upon referral.
- b) One-third of the case rate will be earned and payable on the 45<sup>th</sup> day after referral.
- c) The final one-third of the case rate will be earned and payable on the 90<sup>th</sup> day after referral.

5.2.3 The contractor is responsible for providing the necessary family preservation services for 365 days from the date of referral for contract management responsibility.

5.2.4 Payment Schedule Exceptions.

- a) No payment will be made when the referral for contract management responsibility is retracted.
- b) Engagement is established when the case plan is signed by the family. In some circumstances, families referred by DCF to the contractor will not become engaged in family preservation services. In these cases, the second and third payments will not be made.
- c) For cases in which one or more children in the family being served are removed from the home for Foster Care/Reintegration services within 12 months of referral to family preservation services, payments for family preservation services will be made with the following limitations. If a child or children are removed from the home on or prior to the 45<sup>th</sup> day after referral, the second and third payments will not be made. If the removal occurs after the 45<sup>th</sup> day but on or prior to the 90<sup>th</sup> day, the third payment will not be made.

### 5.3 On-Going Financial Requirements During Contract Period

5.3.1 Revenues and expenses applicable to the contracts must be tracked separately from the organization's other business operations. Additionally, if an organization is awarded contracts for more than one region, revenues and expenses must be tracked separately for each region. Each bidder must provide an explanation of how this will be accomplished in their organization.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post contract period. Delivery of and access to the records shall be at no cost to the state.

5.3.2 Contractors shall submit a copy of their annual certified public audit of the organization within 180 days of the organization's fiscal year end. These audit reports shall include separate audited income statements for each contract. This audit report shall be sent to:

DCF Office of Audit and Consulting Services  
DSOB 8<sup>th</sup> Floor, 915 SW Harrison  
Topeka, Kansas 66612

5.3.3 Contractors shall comply with all applicable requirements in **DCF Recipient Monitoring Policy**, current and as revised, posted at:

<http://www.def.ks.gov/Agency/GC/Documents/Audits/Recipient%20Monitoring%20Policy.pdf>

The policy requires the contractor to undergo an annual A-133 audit, which presumes adherence to OMB circular A-122 cost principles. The contractor shall be liable for costs determined to be un-allowed by the federal government. DCF will be responsible for providing information on federal funds to each contractor based on encounter data and RMTS results.

5.3.4 Contractors shall submit quarterly fiscal reports in Microsoft Excel. The reports shall include the following:

- a) Annual budget for the contract for the current year.
- b) Current balance sheet. If the contractor is part of a subsidiary, the contractor shall submit the balance sheet for that subsidiary. If the contractor is a division, the contractor shall submit the balance sheet for the parent company.

- c) YTD income statement for the contract operations only. The Income Statements shall include the same expense categories as the pro forma Income Statements submitted as part of the original proposal.
- d) These fiscal reports shall be submitted on the following schedule:

July 1 through September 30 is due no later than the following November 30.

October 1 through December 31 is due no later than the following February 28.

January 1 through March 31 is due no later than the following May 31.

April 1 through June 30 is due no later than the following August 31.

If the contractor fails to meet the deadlines defined above, DCF will deduct five percent of the contractor's payment each month until the report is received.

- 5.3.5 Contractors' staff shall participate in the CWCBS Contractor Random Moment Time Study (RMTS). The RMTS is an email based system that randomly samples workers activities which is then used to determine the state and federal share of costs. Workers are sampled about 4 to 12 times per calendar quarter. The RMTS is an approved alternative to workers maintaining time records of 100% of paid time and is part of the agency cost allocation plan (CAP) used to claim federal funds.

Contractors are required to identify the staff to participate in the RMTS and submit or confirm required information for each staff person quarterly. To make this process as simple and easy as possible, contractors are required to update the roster for the immediate past quarter rather than submit a completely new roster each quarter. DCF will prepare an electronic MS WORD file of the roster for the current quarter and send it electronically to the contractor's RMTS Coordinator by the 1<sup>st</sup> day of the month preceding the end of each calendar quarter (March 1, June 1, September 1, and December 1). Contractors shall review the rosters and update as necessary, including marking the appropriate box for removing an employee from the roster or indicating there are no changes to an employee's data. Rosters will be returned to DCF electronically by the 15<sup>th</sup> of the same month (March 15, June 15, September 15, and December 15). Data required on the roster includes the worker's name, telephone number, e-mail address, employee ID, job class and work schedule. Space is provided for making changes to any of the data elements as well as adding new employees.

It shall be the responsibility of each contractor to designate an RMTS Coordinator and alternate who will carry out the duties of maintaining and submitting the employee rosters, submitting weekly reports and responding to DCF's questions related to the RMTS. Weekly reports will be sent electronically by DCF to the contractor's RMTS Coordinator. These reports will list RMTS sample moments for which a response has not been received, responses that contain invalid code combinations and responses that appear to have used the codes inappropriately.

Coordinators shall contact each staff person listed on the report to obtain the codes and submit responses or changes to DCF electronically within one week of receiving the report.

Training will be provided by DCF on an as needed basis. Contractors are required to provide training to existing and new staff before the individuals can participate in RMTS sampling.

## **5.4 Support Costs**

Please see Section 4.4.2(S) for a description of concrete support costs for which the contractor is responsible.

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

### CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.